

CONTRACT FOR SERVICE

DOCUMENT NO. 12-45-171



SOFTWARE MAINTENANCE

FOR

COOK COUNTY HIGHWAY DEPARTMENT

WITH: BENTLEY SYSTEMS INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE PURCHASING AGENT**

REQ# 102266

CONTRACT FOR SERVICE
PART I
AGREEMENT

This CONTRACT is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, hereinafter the "County" and **Bentley Systems Inc.**, and hereinafter the "Contractor".

WHEREAS, the County is responsible for procuring services for the **Cook County Highway Department** (hereinafter the "Using Department");

WHEREAS, the Using Department requires the following services: **Software Maintenance.**

WHEREAS, the Contractor is able and willing to provide such services, hereafter referred to as the "Work Program" as required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

AS SET FORTH IN EXHIBIT "A"

I. CONTRACT PERIOD

This Contract shall be in effect for twelve (12) months after proper execution of the Contract by the County.

II. PAYMENT

All charges shall not exceed the amount of \$38,848.00 and shall be paid in accordance with Exhibit "A." Invoices in triplicate on County Invoice Form 29A shall be, submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

III. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and Contract for Service and is incorporated herein by this reference. Contractor's attention is specially directed to GC-01, Subcontracting or Assignment of Contract Funds.

IV. EXHIBITS

This Contract incorporates the following Contractor Documentation:

1. Exhibit "A" – Scope of Work and Bentley SELECT Program Agreement
2. Exhibit "B" - Vendor Pricing

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflicts with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**GENERAL CONDITIONS
SUPPLY/SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, except to a wholly owned subsidiary or successor in interest, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

If applicable, prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

If applicable, the Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 INTENTIONALLY OMITTED.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
 \$500,000 each Accident
 \$500,000 each Employee
 \$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CONT.)

(b) **Commercial General Liability Insurance**

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor while on the County's premises, unrelated to County's use of the Software and only in the event of gross negligence or willful misconduct. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 INTENTIONALLY OMITTED

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within thirty (30) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;

6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within sixty (60) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the thirty (30) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, subject to the limitations set forth in this contract, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the sixty(60) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

In the case of Contracts approved by the Board, the total cost of all such amendments shall not increase the Contract by more than 10% of the original contract award and the term may only be extended for up to one (1) year. Such action may only be made with the advance written approval of the Chief Procurement Officer.

In the case of Contracts approved by the Board, modifications and amendments which individually or cumulatively result in additional costs of greater than 10% of the original awarded amount or which extend the term of the Contract by more than one (1) year shall be deemed as authorized with the advance approval of the Cook County Board of Commissioners.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

GC-17 INTENTIONALLY OMITTED.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women- Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.
- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. REQUIRED SUBMITTALS

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. MBE/WBE Participation Documentation

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit

a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III, Non-Compliance.

V. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, ~~which are or which the Contractor reasonably believes may be incompatible with any interest of the County.~~ The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor in the event funding for the Contract is no longer available. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their

respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 INTENTIONALLY OMITTED.

GC-27 INTENTIONALLY OMITTED.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted

from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Execution Forms
2. Cook County General Conditions.
3. Bentley SELECT Agreement

The parties agree that the following sections are deleted from the Bentley SELECT Agreement attached hereto as Exhibit A: Sections 2.01, 7.02, 8.02, 8.09, and 8.10.

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT: EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives

shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor ~~under any contract with the County.~~

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to

confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 INTENTIONALLY OMITTED.



BENTLEY SYSTEMS, INCORPORATED
SELECT PROGRAM AGREEMENT
NORTH AMERICA

Bentley SELECT®

Bentley SELECT Agreement CLA Number 10401824

This SELECT Program Agreement (together with all exhibits and attachments hereto as in effect from time to time, the "Agreement") is made as of the Effective Date by and between Bentley Systems, Incorporated, a Delaware corporation with its principal office and place of business at 685 Stockton Drive, Exton, Pennsylvania 19341, and the subscriber identified below ("**Subscriber**"). All references herein to "**Bentley**" include Bentley Systems, Incorporated and its direct and indirect subsidiaries.

Subscriber desires to enter into this Agreement to subscribe to the Bentley SELECT® Program ("**SELECT Program**") to acquire licensing privileges and services offered from time to time under the SELECT Program, all as more fully described in the lettered exhibits attached hereto.

Subscriber, upon signing this Agreement, is bound by the terms of this Agreement and Exhibits A and B hereto. Subscriber shall be bound by any amended or supplemental exhibit provided by Bentley upon Subscriber's license or purchase of products or services to which such amended or supplemental exhibits apply. The lettered exhibits attached to this Agreement are incorporated herein and made a part of this Agreement, as such exhibits may be updated, amended and supplemented with additional exhibits from time to time upon thirty (30) days after delivery through electronic or other means to the Subscriber; provided, that as to particular products and services licensed or purchased hereunder, Subscriber shall be bound by the form of the exhibits in effect at the time the products or services are licensed or provided. Upon any renewal of this Agreement, the updated, amended or supplemented exhibits in effect at the time of such renewal, if any, shall be applicable to all licensing privileges and services under the SELECT Program provided from and after the date of such renewal. Notwithstanding the foregoing, unless Bentley and Subscriber agree otherwise by a writing duly executed by authorized representatives of the parties, no amendment or supplement to the exhibits to this Agreement after any perpetual license purchase shall limit or impair the rights of Subscriber under the perpetual license terms and conditions in effect at the time such license is acquired.

For definitions of the capitalized terms used in this Agreement and the Exhibits hereto, see Section 1 of the General Terms and Conditions included as Exhibit B. The term of this Agreement is set forth in the General Terms and Conditions under the caption "Term; Termination." The terms of all Product licenses acquired hereunder shall be as set forth in Section 5 of Exhibit A to this Agreement, and all Product licenses hereunder are subject to the termination provisions applicable to such licenses in Section 5 of Exhibit A to this Agreement and in the General Terms and Conditions. Subscribers may not use the licenses, services and other benefits provided under this Agreement for purposes of developing software applications for distribution outside of their organization or for providing end-user training on Bentley Products other than to internal end users. If your organization falls into either of the foregoing prohibited categories, then please contact Bentley about other programs that are better suited for your business.

BY SIGNING BELOW, SUBSCRIBER ACKNOWLEDGES THAT, THROUGH ITS AUTHORIZED REPRESENTATIVES, IT HAS READ AND UNDERSTANDS THIS AGREEMENT (INCLUDING ALL ATTACHED EXHIBITS), AGREES TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. SUBSCRIBER IS NOT ENTERING INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN. A FULLY EXECUTED COPY OF THIS AGREEMENT WILL BE RETURNED TO SUBSCRIBER AFTER THIS AGREEMENT IS APPROVED AND ACCEPTED BY BENTLEY.

SUBSCRIBER

BENTLEY SYSTEMS, INCORPORATED

Company Name _____

Signature _____

Printed Name _____

Title _____

E-mail Address _____

Address: _____

Telephone: _____


 Signature _____

TIM OBERHOLZER
 Printed Name

PARALEGAL
 Title

685 Stockton Drive
 Exton, Pennsylvania 19341

Telephone: 610-458-5000

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of January 2010

Date Signed: _____

Date Signed: 9/7/12

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of January 2010

1. General.

Subscriber agrees to purchase SELECT Program coverage for all Bentley Products licensed and CALs acquired by Subscriber. Bentley shall provide SELECT Program services to Subscriber for all Bentley Products licensed by Subscriber, subject to the provisions of this Agreement. Subscriber may complete and submit to Bentley a ~~supplemental form referenced by Bentley as Attachment 1~~ ("Attachment 1"), and if completed Attachment 1 shall be incorporated into this Agreement, provided that (except with respect to the duration of the initial term of the Agreement) in the event of any inconsistency between this Agreement and Attachment 1, this Agreement shall control with respect to Subscriber's SELECT Program subscription. Any additional Bentley Products licensed by Subscriber during the term of this Agreement shall be added automatically to Subscriber's SELECT Program coverage hereunder and the additional SELECT Program Fees will be included in Subscriber's periodic invoices for SELECT Program services.

2. SELECT Support Services

2.01. Bentley may provide SELECT support services to Subscriber either directly or, at its discretion, through authorized Bentley Channel Partners. A Channel Partner's authorization may be limited to a particular Site or Sites. Subscriber acknowledges that Channel Partners are independent contractors of Bentley, and that there is no employer/employee relationship between Bentley and its Channel Partners.

2.02. Bentley shall provide Technical Support services to Subscriber, which includes telephone, facsimile, electronic mail, and Internet based support to assist Subscribers regarding the use of Bentley Products, CALs and services (however, not to include professional services or professional training services) and reasonable efforts to respond to technical inquiries within four hours during regular business hours. The telephone portion of Technical Support services will be available seven days a week, 24 hours per day, provided that after normal business hours at a Subscriber's regional support location, Subscriber may be required to contact another Bentley support center.

2.03. Bentley shall have no obligation to provide a response or other service hereunder if Subscriber's technical inquiry is caused by: (a) incorporation or attachment of a feature, program, or device to a Product not approved or supplied by Bentley; (b) any nonconformance caused by accident, transportation, neglect, misuse, alteration, modification, or enhancement of a Product; (c) failure to provide a suitable installation environment; (d) use of the Product other than as described in its Document Set or as authorized under this Agreement; or (e) failure to incorporate any Update previously released by Bentley. Bentley shall offer SELECT support services for a given version of a Product, for at least twelve months, or until two Upgrades have been released by Bentley, whichever occurs first.

2.04. If Subscriber experiences a production-stopping anomaly, Bentley will use good faith efforts to create an appropriate solution and deliver it electronically, or through such other means as Bentley may choose in its sole discretion.

3. Upgrades, Updates, and Platform Exchanges

3.01. Subscriber shall have the right to receive, at no additional charge (other than shipping and handling, if applicable), Upgrades and Updates for each Product covered by the SELECT Program as such Upgrades and Updates become available. Subscriber shall also have the right to exchange, at no additional charge (other than shipping and handling, if applicable), a license for a Product (other than a Subscription License) covered by the SELECT Program on one

platform for an equivalent license for such Product on another platform (a "Platform Exchange").

3.02. Such Upgrade, Update, or Platform Exchange may be in downloadable electronic form, or any other means as Bentley may choose from time to time in its sole discretion.

~~3.03. In order for Subscriber to be eligible to receive Upgrades, Updates, or Platform Exchanges, Bentley may require that Subscriber first return the Product (or component thereof, such as hardware lock or CD-ROM) subject to the Upgrade, Update, or Platform Exchange directly to Bentley.~~

3.04. If Subscriber receives an Upgrade and uses such Upgrade then Subscriber's aggregate use of the Upgrade and the original Product subject to such Upgrade may not exceed the number of licenses purchased for such Product. If Subscriber receives a Platform Exchange then Subscriber must immediately cease using the original Product subject to such Platform Exchange.

4. SELECT Online.

Subscriber shall receive access to SELECT Online as set forth below and in more detail in the applicable online agreement found at www.bentley.com (the "Online Agreement"):

4.01. Bentley may, from time to time, offer certain services, including, but not limited to, training services, to its SELECT subscribers on a computer online service, electronic bulletin board, Internet site or through technology developed in the future ("SELECT Online"). Subscriber shall use SELECT Online only in accordance with and subject to this Agreement, the terms provided herein and as supplemented from time to time in the Online Agreement that is a condition precedent to use of SELECT Online. The Online Agreement supplements this Agreement but does not supersede it in any respect. In the event of a conflict between the Online Agreement and this Agreement, the terms of this Agreement shall control.

4.02. Bentley shall have the sole right to control the format, content, delivery and all other aspects of SELECT Online. Bentley specifically reserves the right at any time to modify the information provided through SELECT Online, discontinue any portion of SELECT Online, or terminate the SELECT Online service altogether without providing Subscriber any prior notice.

4.03. Absent a written agreement with Bentley to the contrary, Subscriber's use of SELECT Online constitutes Subscriber agreement to be bound by the terms of the Online Agreement.

5. Product Licensing

5.01. General.

(a) **Existing Licenses.** Bentley and Subscriber agree that the terms of this Agreement shall amend and supplement all license agreements existing as of the Effective Date for Products (including prior versions thereof). In the event of a conflict between the terms of any license agreements existing as of the Effective Date for Products and the terms of this Agreement, the terms of this Agreement shall control until termination of this Agreement, whereupon, with respect to any perpetually licensed Products, the terms of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of any such Product.

(b) **Future Licenses.** In the event that Subscriber acquires or licenses a copy of a Product, Subscriber's use of such Product shall be governed by the terms of the license agreement

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

Dated as of January 2010

provided with the Product upon its delivery to Subscriber, as amended or supplemented by the terms of this Agreement in effect at the time of such purchase. Subscriber hereby agrees that its downloading or use of any Products delivered to it shall constitute Subscriber's acceptance of the license agreement terms provided with the Product upon its delivery to Subscriber. If Subscriber licenses additional copies of a Product that is already licensed by Subscriber, such additional licenses may be authorized through delivery of a new License Key and without delivery or download of any additional Product. In such instances, Subscriber agrees that the license agreement terms contained or cross-referenced in the License Key shall govern Subscriber's use of such Product. In the event of a conflict between the terms of the license agreement provided with a Product upon its delivery to Subscriber and the terms of this Agreement in effect at the time such Product is purchased, the terms of this Agreement in effect at the time such Product is purchased shall control for the term of this Agreement. However, with respect to any perpetually licensed Product, upon any termination of this Agreement the terms and conditions of the license agreement provided with the Product upon its delivery to Subscriber shall govern Subscriber's use of the Product.

- (c) **No Transfers.** Subject to Section 8.01 of Exhibit B, Subscriber shall not sell, transfer, assign, grant a security interest in, sublicense, loan, lease or rent any of its rights under its CALs or licenses to use Bentley Products without the prior written consent of Bentley. If consent is given by Bentley, Subscriber may permanently transfer a license to another end user, provided all software and related documentation and media covered by such license are transferred to the transferee end user and the Subscriber does not retain any copies thereof, and provided further that the transferee end user agrees in writing with Bentley to cover all of its CALs and licensed Products under the SELECT Program and be bound by the terms of the license agreement then in effect for such CAL or Product.
- (d) **No Commercial Hosting.** Products are licensed for Production Use only. Products may not be used to provide commercial hosting services or as the basis for fee or transaction based services.

5.02. **Licensing Programs.** Unless otherwise specifically set forth herein, Bentley Products are licensed on a Per Device basis as set forth in the applicable end user license that ships with the Bentley Product. The following licensing programs are not available for all Products; please check SELECT Online to see which Products are eligible for the respective licensing programs (absent a specific designation of eligibility, a Product is ineligible for any such program). Bentley reserves the right to add or remove any Product from eligibility for licensing under the following programs. Bentley reserves the right to discontinue any of its licensing programs at any time, without notice to Subscriber. However, until renewal or termination of this Agreement, such termination of any licensing program shall not affect the licenses for Products previously granted pursuant to such terminated licensing program. For purposes of clarity, all licenses previously granted pursuant to a terminated licensing program shall terminate upon the renewal or termination of this Agreement.

- (a) **Pooled Licensing.** If a Product is designated as eligible on SELECT Online, then Bentley hereby grants to Subscriber a limited non-transferable non-exclusive right to use such Product for Production Use only on multi-user computer networks, and to install a licensed Product on more than one computer or hard disk, provided that all users under this arrangement are at the same Site and the number of users that Use a Product during any one interval does not exceed the number of copies of such Product for which Subscriber has licenses at such Site. Any

Subscriber using pooled licensing hereby agrees to install and implement Bentley's SELECTserver or such other Bentley licensing technology as may be required by Bentley from time to time to monitor usage. Subscriber agrees and acknowledges that Bentley's SELECTserver will from time to time transmit to Bentley the usage log files generated by SELECTserver or such other Bentley licensing technology. Subscriber agrees to allow the above transmission to Bentley or otherwise to transmit to Bentley true and accurate copies of such usage log files. For purposes of clarity, the right to pool licenses of Products granted to Subscriber pursuant to this Section 5.02(a) of Exhibit A shall terminate in the event of any termination or non-renewal of this Agreement, notwithstanding that the subject Products may be licensed on a perpetual basis. The pooled licensing benefits set forth in this Section 5.02(a) of Exhibit A are not applicable to Server Products, Client Software and associated CALs.

(b) **No-Charge Licenses.**

- (1) If a Product is designated as eligible on SELECT Online, Subscriber is hereby entitled on a non-exclusive basis, without payment of license fees but otherwise subject to the terms of this Agreement, to create Production Use copies, for use only by Subscriber, of certain Products made available by Bentley from time to time and which are designated by Bentley as no-charge software. Subscriber is entitled to redistribute such Products, which are designated by Bentley as available for such redistribution, in machine readable form to third parties to which Subscriber distributes its Bentley Products files; provided that Subscriber procures each such third party's agreement not to further redistribute such Products. Unless Bentley specifically authorizes otherwise in writing, such free licenses granted or redistributed hereunder will expire upon termination of this Agreement.
- (2) For each of Subscriber's licenses of a Product designated by Bentley as eligible on SELECT Online, Subscriber may at no charge receive a single CAL allowing one additional User (which User may, under the terms of Section 5.02(f) of Exhibit A, be an External User) of that designated Product to install and use Client Software to access any properly licensed Server Products, for Production Use, and in accordance with Section 5.02(f) of Exhibit A. Such CALs granted hereunder will expire upon termination of this Agreement.

- (c) **Home Use Licenses.** Unless Subscriber notifies Bentley in writing that Subscriber's employees shall not be entitled to obtain home use editions of a Product, Bentley will distribute upon an employee's request made through Subscriber's site administrator, and permit Subscriber's employees to use, without charge, home use editions of certain Products (for which such editions are available, as designated on SELECT Online) in accordance with the terms set forth in the license agreement provided with such home use edition of a Product, as amended and supplemented by this Agreement. Restrictions on home use licenses include the following: home use licenses are not permitted to be used for Production Use or any commercial use, including training; home use licenses are not for use in Subscriber's offices; home use licenses may not be stored on any electronic media; home use licenses must be permitted in Subscriber's jurisdiction. The total number of home use editions available to Subscriber's employees may not exceed the number of Subscriber's Product licenses to which the home use editions relate. Home use editions of Products are ineligible for Technical Support even if Subscriber has purchased SELECT Program services. Subscriber shall not be responsible for ensuring compliance by its employees with the Bentley home

BENTLEY SELECT PROGRAM AGREEMENT

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Exhibit A

Dated as of January 2010

use license, nor shall Subscriber be liable for any breaches of such license by its employees. Such home use licenses granted hereunder will expire upon termination of this Agreement.

- (d) **Evaluation of Products.** If a Product is designated as eligible on SELECT Online, Bentley hereby grants to Subscriber, subject to its compliance with the procedures of this Section 5.02(d) of Exhibit A, a limited non-transferable non-exclusive right to create, using SELECT Online (following the registration requirements set forth on SELECT Online), one (1) copy per Site of each Product contained on SELECT Online solely for Evaluation Use of such Product, provided that Subscriber shall have no right to create evaluation copies of Products previously licensed by Subscriber. The duration of use of an evaluation copy shall not exceed thirty (30) days, and Bentley may provide the Product with a mechanism that will cause the Product to time out or expire after thirty (30) days. Upon the earlier of the conclusion of such (30) day evaluation period or the termination of this Agreement, Subscriber shall destroy all copies of Products created for evaluation hereunder and, upon request by Bentley, certify such destruction in writing.
- (e) **Subscription Licensing.**
- (1) Subscriber may, upon Bentley's approval, license certain Products, or acquire CALs, for a specified term (a "Subscription License"). A Subscription License may entitle Subscriber to license rights in a single Product (a "Product Subscription") or a specified portfolio of Products (a "Portfolio Subscription") for Production Use, in Object Code form and within the Country. Each Portfolio Subscription is licensed for use on a single computer at one time, and its component parts or individual Product elements, if any, may not be separated for use on more than one computer. To be eligible to participate, Subscriber must be current on all outstanding invoices for amounts owed to Bentley.
- (2) The license term for a Product Subscription or Portfolio Subscription shall commence upon Subscriber's receipt of the License Key and, unless earlier terminated, shall continue for the remaining current term of the Agreement or such shorter term (not less than one (1) month) as Subscriber may elect at the time the purchase order is delivered and reflected in the License Key (the "License Term"). The License Term (and each successive term) shall automatically renew at its expiration for a successive term equal to the then remaining term of the Agreement, or such shorter term (not less than one month) as a Subscriber may elect at the time of such renewal, unless either party gives notice of its election not to renew the License Term at least thirty (30) days prior to the expiration of the then current term. The License Term for a particular Product Subscription or Portfolio Subscription shall terminate upon termination of the Agreement or in the event of non-renewal at the end of the then current License Term as provided in the preceding sentence.
- (3) The fees in effect as of the date a Subscription License for a CAL, Product Subscription or Portfolio Subscription is initiated or renewed hereunder shall remain in effect for such CAL, Product or Portfolio Subscription until the expiration or renewal date of the License Term for such CAL, Product or Portfolio Subscription. On the renewal date, the prices in effect on such date shall be applicable.
- (4) During the License Term, and any renewal term, all Subscription Licenses for CALs, Product Subscriptions and Portfolio Subscriptions shall entitle Subscriber to all SELECT Program services that the same CALs or Products under a perpetual license would entitle Subscriber to receive.
- (5) Subscriber recognizes that the CALs, Products and Portfolios acquired or licensed under a Subscription License are provided to Subscriber for use only for the applicable License Term or any renewal term. In no event will a Subscription License continue beyond the expiration or earlier termination of the SELECT Agreement under which it is granted. Subscriber recognizes that CAL Subscriptions, Product Subscriptions and Portfolio Subscriptions may be delivered to Subscriber with embedded Time Clocks. Subscriber agrees that Time Clocks are not considered a defect of such Subscription Licenses and releases Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation. Subscriber may not remove or evade Time Clocks.
- (6) In the event of any inconsistency between this Section 5.02(e) of Exhibit A and any other Section or Exhibit of this Agreement, or between this Section 5.02(e) of Exhibit A and the terms and conditions in the license agreement provided with any Product or CAL that is the subject of a Subscription License, this Section 5.02(e) of Exhibit A shall control with respect to Subscription Licenses.
- (f) **Client Software Benefits.** "Client Access License" or "CAL" is a license right to install and use Client Software and permit a User to access Server Products licensed by Subscriber. If Client Software is designated as eligible on SELECT Online, Subscriber may, up to the total number of CALs licensed by Subscriber, for Production Use only: (1) install and use Client Software; (2) permit Users, including External Users, to access Server Products licensed by Subscriber; and (3) access Server Products licensed by an External User, and the total number of CALs counted as used hereunder shall be the number of unique Users, which number shall include External Users, recorded in the usage log files transmitted pursuant to this Section 5.02(f), during the term of this Agreement. The parties acknowledge and agree that an External User may be permitted to access Server Products licensed by Subscriber using a CAL owned by that External User. Subscriber agrees to transmit to Bentley, upon Bentley's request, true and accurate copies of the usage log files generated by Server Products or such other Bentley licensing technology as may be required by Bentley from time to time, and information identifying any External User that has accessed Server Products licensed by Subscriber. Upon expiration or earlier termination of this Agreement, the terms of the license agreement provided with the Client Software and the CAL shall thereafter govern the use of such Client Software and the associated CAL, and Subscriber shall no longer be entitled to the Client Software Benefits as set forth in this Section.
- (g) **SELECTserver.** Subscriber may, upon Bentley's approval, and at no charge, receive a Subscription License for Bentley's SELECTserver Product (or such other server-based license management technology that Bentley may offer). The terms of Subscriber's use of the SELECTserver Product shall be as set forth in the license agreement provided with the SELECTserver Product, as such terms are amended or supplemented in this Agreement. Subscriber acknowledges that SELECTserver (or such other server-based license management technology that Bentley may offer) may be delivered to Subscriber with embedded Time Clocks. Subscriber agrees that Time Clocks are not considered a defect of the Product and releases Bentley from any and all claims, however characterized, arising from or related to Time Clocks or their operation. Subscriber may not

BENTLEY SELECT PROGRAM AGREEMENT

SELECT Program Benefits

Exhibit A

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remove or evade Time Clocks. Subscriber agrees and acknowledges that Bentley's SELECTserver will from time to time transmit to Bentley the usage log files generated by SELECTserver or such other Bentley licensing technology. Subscriber agrees to allow the above transmission to Bentley or otherwise to transmit to Bentley true and accurate copies of such usage log files.

6. SELECT Program Fees

- 6.01. Subscriber shall pay to Bentley the applicable SELECT Program Fee in effect for each Product licensed or CAL acquired as of the Effective Date of this Agreement. Subscriber shall pay to Bentley the applicable SELECT Program Fee in effect for each additional Product licensed or CAL acquired during the term hereof as of the date such additional Product license or CAL is purchased. With respect to the Products licensed or CALs acquired by Subscriber during the term of the Agreement, the fees in place as of the Effective Date, or, with respect to additional Products licensed or CALs acquired, as of the date of such purchase, shall remain in effect for the Subscriber until the date of the next renewal of this Agreement, at which time the fees shall be changed to those charged by Bentley as of such renewal date, provided that no changes in fees for Products or CALs covered shall be effective until thirty (30) days after Subscriber receives notice of such changes. Subscription License fees as set forth in Section 5.02(e) of this Exhibit A are inclusive of SELECT Program coverage and no additional fees for SELECT Program coverage shall apply for Products licensed or CALs acquired under a Subscription License.
- 6.02. Bentley shall initially invoice Subscriber for one (1) year of SELECT Program Fees for all Product licenses and CALs as of the Effective Date of this Agreement. Bentley shall provide Subscriber with a prorated annual invoice for all Product licenses and CALs purchased during the first year following the Effective Date of this Agreement. As of the first anniversary of the Effective Date of this Agreement, invoices for SELECT Program Fees for Product licenses and CALs shall be issued quarterly or annually. Invoices reflecting new Product licenses or CALs will include a prorated amount reflecting coverage of the Product or CAL under the SELECT Program during the preceding invoice period plus the full amount for the current invoice period. Bentley may modify the timing of invoicing hereunder at any time.
- 6.03. Calculation and payment of the SELECT Program Fee hereunder shall be based on the local price and local currency of the Subscriber's Site where the related Products or CALs are used.

BENTLEY SELECT PROGRAM AGREEMENT

General Terms and Conditions

Exhibit B

Dated as of January 2010

1. Definitions.

The capitalized words, terms and phrases in this Agreement shall have the meanings set forth below:

- 1.01. "Agreement" means the SELECT Program Agreement executed by Bentley and the Subscriber and all exhibits, attachments and amendments as in effect from time to time.
- 1.02. "Bentley Products" or "Products" mean the software products, data and other materials, previously or hereafter distributed by Bentley through delivery mechanisms determined in Bentley's sole discretion (including but not limited to distribution via SELECT Online through download or by ordering through CD format) that Bentley makes available to Subscriber typically in Object Code form only, for licensing hereunder, including Updates and Upgrades thereto.
- 1.03. "CAL" shall be defined as set forth in Exhibit A, Section 5.02(f) herein.
- 1.04. "Channel Partner" or "Bentley Channel Partner" means individuals and companies who are authorized by Bentley to provide SELECT support services as set forth in Exhibit A, Section 2.
- 1.05. "Client Software" means software that allows a Device to access or utilize (or where applicable, be managed by) Server Products (and, also where applicable, to utilize certain aspects of the Products when disconnected from the Server).
- 1.06. "Country" means the country: (i) where the Product is first obtained from Bentley or a Channel Partner; or (ii) specified in the purchase order for which a Production Use copy of the Product may be made or the Product is authorized to be used.
- 1.07. "Definition of Use" shall have the meaning set forth in each License Key.
- 1.08. "Device" means a single personal computer, workstation, terminal, hand held computer, pager, telephone, personal digital assistant, Server, or other electronic device.
- 1.09. "Distribute" means distribution by Bentley through all means now known or hereinafter developed.
- 1.10. "Document Set" means, with respect to a Product, one copy of one or more user guides developed for use with such Product in electronic format or such other format as elected by Bentley in its sole discretion.
- 1.11. "Effective Date" means the date that this Agreement is accepted by Bentley as indicated on the first page of this Agreement.
- 1.12. "Evaluation Use" means the use of a Bentley Product solely for internal evaluation of such Product. Evaluation Use expressly excludes use in connection with ongoing projects, use for compensation of any kind, and Production Use.
- 1.13. "External User" means any User (not an organization) who is not: (i) one of Subscriber's full-time, part-time, or temporary employees; or (ii) agency temporary personnel or an independent contractor on assignment at Subscriber's place of business or work-site.
- 1.14. "License Key" means the document furnished by Bentley in electronic or such other format as determined in Bentley's sole discretion, to Subscriber identifying the Product licensed and authorizing use of a Product.
- 1.15. "License Term" shall be defined as set forth in Exhibit A, Section 5.02(e)(2) herein.
- 1.16. "Object Code" means the Products in a machine readable form that is not convenient to human understanding of the program logic, and that can be executed by a computer using the appropriate operating system without compilation or interpretation. Object Code specifically excludes source code.
- 1.17. "Online Agreement" shall be defined as set forth in Exhibit A, Section 4 herein.
- 1.18. "Order" shall be defined as set forth in Exhibit C, Section 1.01 herein.
- 1.19. "Pre-Existing Works" shall be defined as set forth in Exhibit C, Section 1.08 herein.
- 1.20. "Platform Exchange" shall be defined as set forth in Exhibit A, Section 3.01 herein.
- 1.21. "Portfolio Subscription" shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.22. "Product Subscription" shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.
- 1.23. "Production Use" means use of a Bentley Product in Object Code form by a User or Device, as applicable, solely for Subscriber's internal production purposes, and excludes External Users (except with respect to use of CALs and access of Server Products pursuant to Exhibit A, Section 5.02(f) herein) and Service Bureau Use.
- 1.24. "Proprietary Information" shall be defined as set forth in Exhibit B, Section 3.06(a) herein.
- 1.25. "SELECT Online" shall be defined as set forth in Exhibit A, Section 4.01 herein.
- 1.26. "SELECT Program Fee" means the fee for SELECT Program services as set forth from time to time in Bentley's sole discretion.
- 1.27. "SELECTserver" means Bentley's server-based licensing technology.
- 1.28. "Serial Number" means a unique number issued by Bentley for identification of a particular copy of a Product, which number shall be registered to Subscriber and assigned by Subscriber to a particular copy of such Product.
- 1.29. "Server" means one of Subscriber's computers that can run a Server Product.
- 1.30. "Server Product" means a Product that provides services or functionality to Subscriber's Server(s).
- 1.31. "Service Bureau Use" includes managing, hosting, distributing or otherwise providing access to Products across a wide area network.
- 1.32. "Site" means all of the discrete geographic locations at which Subscriber Uses or manages the operation of Products within the geographic boundaries of a single Country.
- 1.33. "Subscriber" shall be defined as set forth on the front page of this Agreement, and with respect to Use of Products the term "Subscriber" shall refer to: (i) one of Subscriber's full-time, part-time, or temporary employees; or (ii) agency temporary personnel or an independent contractor engaged in Production Use on assignment at Subscriber's place of business or work-site.

BENTLEY SELECT PROGRAM AGREEMENT
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1.34. "Subscription License" shall be defined as set forth in Exhibit A, Section 5.02(e)(1) herein.

1.35. "Subscription Licensing" means acquisition of a CAL or licensing of a Product or portfolio of Products as set forth in Section 5.02(e) of Exhibit A of this Agreement.

1.36. "Technical Support" means telephone, facsimile, Internet and electronic mail based support to assist a subscriber to the SELECT Program as described in Exhibit A, Section 2.02 of this Agreement.

1.37. "Time Clocks" means copy-protection mechanisms, or other security devices which may deactivate Products or CALs, including Bentley's SELECTserver, after termination or expiration of the Agreement, any applicable License Term or any applicable renewal term.

1.38. "Update" means a maintenance release of a Product.

1.39. "Upgrade" means a commercial release of a Product which has substantial added functionality over the Product it is intended to replace.

1.40. "Use" (whether or not capitalized) means utilization of the Product or CAL by an individual or when a Product has been loaded into temporary memory (i.e. RAM) or installed into permanent memory (e.g. hard disk, CD-ROM, or other storage device) of a computer.

1.41. "User" means an individual person.

1.42. "Work" shall be defined as set forth in Exhibit C, Section 1.01 herein.

1.43. "Work Product" shall be defined as set forth in Exhibit C, Section 1.01 herein.

2. Payment of Bentley Invoices.

2.01. ~~Payment Terms. Subscriber shall pay each Bentley invoice for all CALs, Product licenses and services provided hereunder within thirty (30) days from the date of such invoice. Interest shall accrue on delinquent payments of such invoices at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. In the event any payment hereunder is past due, Bentley, at its discretion, may suspend or, after notice of such overdue payment and a thirty (30) day period to cure, terminate Subscriber's services, rights, and licenses provided under this Agreement.~~

2.02. **Taxes.** Subscriber shall pay to Bentley all levied taxes that Bentley is required under applicable law to collect from Subscriber by reason of the transactions contemplated by this Agreement, including, but not limited to sales, use, occupation, value added, excise, and property taxes (except for taxes based on Bentley's net income). If Subscriber is obligated under an applicable law to withhold or deduct taxes from any payment of SELECT Program Fees to Bentley, Subscriber shall furnish to Bentley official receipts evidencing Subscriber's payment of such taxes.

2.03. **Local Price and Currency.** Calculation and payment of the SELECT Program Fee or any separate price for all CALs, Products and services hereunder shall be based on the local price and local currency of the Subscriber's Site where such CAL, Product or service is used.

2.04. **Records; Audit.** Subscriber shall maintain complete and accurate records of CALs and Product licenses prior to the date of this Agreement and its creation and use of the CALs acquired and Products licensed hereunder to permit Bentley to determine whether

Subscriber has complied with its obligations hereunder. These records shall include the location and identification of the Subscriber hardware on which Subscriber uses each copy of the CALs or Products. Subscriber shall, upon seven (7) days advance written notice by Bentley, permit reasonable inspection and copying of such records by Bentley or a third-party auditor retained by Bentley at the offices of Subscriber during regular working hours.

3. Intellectual Property Rights

3.01. **Title; Reservation of Rights.** Subscriber acknowledges and agrees that:

(a) The Products, including the Document Sets for each Product, and any information which Subscriber obtains through the SELECT Program or the use of SELECT Online or any other means of electronic transmission, contain proprietary information of Bentley, its licensors or other suppliers, and are protected under United States copyright laws, other applicable copyright laws, other laws relating to the protection of intellectual property, and international treaty provisions;

(b) The entire right, title and interest in and to the Products, the Document Sets, any information Subscriber obtains through the SELECT Program or the use of SELECT Online or any other means of electronic transmission, and all associated intellectual property rights, shall remain with Bentley or its licensors;

(c) The Products are licensed, not sold, and title to each copy of the Products shall remain with Bentley or its licensors, and shall not pass to Subscriber; and

(d) Bentley retains all rights not expressly granted.

3.02. **Source Code.** Subscriber shall have no right hereunder to receive, review, use or otherwise have access to the source code for the Products.

3.03. **Copyright Notices.** Subscriber shall reproduce and include on all copies of the Products created by Subscriber all copyright notices and proprietary legends of Bentley or its licensors as they appear in or on the original media containing the Products supplied by Bentley.

3.04. **Reproduction of Document Sets.** Subscriber may reproduce the Document Sets for its internal, non-commercial use only, but the cumulative number of such reproduced Document Sets may not exceed the number of Products licensed by Subscriber that correspond to the Document Sets.

3.05. **Reverse Engineering.** Subscriber may not decode, reverse engineer, reverse assemble, reverse compile, or otherwise translate the Products or Document Sets except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. To the extent that Subscriber is expressly permitted by law to undertake any of the activities listed in the previous sentence, Subscriber will not exercise those rights until it has provided Bentley with thirty (30) days prior written notice of its intent to exercise such rights.

3.06. **Proprietary Information.**

(a) Subscriber understands and agrees that Bentley may, in connection with the provision of CALs, Products and services hereunder, disclose to Subscriber confidential, proprietary and technical information pertaining to Bentley Products and to Bentley's technology and business practices (collectively "Proprietary Information"). Subscriber agrees to treat all

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Exhibit B

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Proprietary Information in accordance with this Section 3.06 of Exhibit B.

(b) Subscriber shall maintain the confidentiality of all Proprietary Information. Subscriber shall not reproduce or copy Proprietary Information except as permitted in this Agreement or as may be expressly authorized in writing in advance by Bentley. All such copies shall be marked by Subscriber as proprietary and confidential information.

(c) Subscriber shall only use Proprietary Information in furtherance of this Agreement, and may disclose Proprietary Information only to those employees required to have knowledge of same to perform their duties pursuant to this Agreement. Subscriber shall not disclose or make Proprietary Information available to any third party at any time.

(d) Subscriber shall treat Proprietary Information with the same degree of care as it uses to protect its own confidential information, and in no case less than a reasonable degree of care.

(e) Upon the termination or non-renewal of this Agreement, Subscriber shall return to Bentley or, if so requested, destroy all Proprietary Information in its possession.

(f) Subscriber shall have no obligation of confidentiality with respect to any Proprietary Information that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Subscriber from a third party with no obligation of confidentiality, or (iii) is previously known by Subscriber as demonstrated by clear and convincing evidence.

(g) Subscriber shall promptly inform Bentley upon knowledge of any actual or potential unauthorized use or disclosure of the Proprietary Information.

3.07. **No Benchmarks.** Subscriber may not disclose the results of any Product testing, including but not limited to benchmarks, to any third party without first obtaining Bentley's written consent to do so.

4. Limited Warranty; Limitation of Remedies and Liability

4.01. **Limited Warranty to Subscriber.** Except for Products licensed under Section 5.02(b), Section 5.02(c) or Section 5.02(d) of Exhibit A hereof, which are provided to Subscriber "AS-IS" and without warranty of any kind, Bentley hereby warrants for the benefit only of Subscriber that (a) for a period of ninety (90) days ("Warranty Period") from the date of delivery to Subscriber of a Serial Number or Product, as the case may be, the Product shall, under normal use, operate in substantial conformance with the functional specifications set forth in the Document Set applicable to such Product, and (b) for a period of ninety (90) days from the date of delivery, other products and materials furnished by Bentley to Subscriber shall, under normal use, operate in substantial conformance with the Bentley documentation applicable to such products and materials. If any modifications, enhancements or changes are made by Subscriber or at Subscriber's direction to the Products; if the Products are reverse-engineered, decompiled or disassembled; or if Subscriber breaches the terms of this Agreement, then the warranties in this section shall be immediately terminated. This limited warranty gives Subscriber specific legal rights, Subscriber may have other rights which may vary from state/jurisdiction to state/jurisdiction.

4.02. **Exclusion of Warranties.** THE WARRANTIES STATED IN SECTION 4.01 ARE BENTLEY'S SOLE AND EXCLUSIVE WARRANTIES PERTAINING TO THE PRODUCTS, SELECT

SUPPORT SERVICES AND OTHER MATERIALS AND SERVICES LICENSED, DELIVERED OR OTHERWISE FURNISHED BY BENTLEY UNDER THIS AGREEMENT. BENTLEY DOES NOT WARRANT THAT THE PRODUCTS, SELECT SUPPORT SERVICES, OR ANY OTHER SERVICE OR MATERIALS WILL MEET SUBSCRIBER'S REQUIREMENTS, BE FREE FROM VIRUSES OR OPERATE UNINTERRUPTED OR ERROR-FREE. BENTLEY HEREBY DISCLAIMS ALL OTHER WARRANTIES EITHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES AGAINST NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER AS SOME STATES/JURISDICTION DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES.

4.03. **Exclusive Remedy.** The entire liability of Bentley and the sole and exclusive remedy of Subscriber shall be, in Bentley's sole and absolute discretion, (i) to repair or replace a Product or other materials in breach of the foregoing warranties, (ii) to advise Subscriber how to achieve the same functionality with the Product as described in the Document Set through a procedure different from that set forth in the Document Set, or (iii) to return the purchase price or fees paid therefore, where written notice of such breach, specifying the defect, is furnished to Bentley during the Warranty Period. Repaired, corrected, or replaced Products and Document Sets shall be covered by this limited warranty for ninety (90) days after the date: (a) of shipment to Subscriber of the repaired or replaced Products and Document Sets, or (b) Bentley advised Subscriber how to operate the Products so as to achieve the functionality described in the Document Sets.

4.04. **Exclusion of Damages.** IN NO EVENT SHALL BENTLEY AND ITS LICENSORS AND SUPPLIERS BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING WITHOUT LIMITATION LOST PROFITS, COSTS OF DELAY, INTERRUPTION OF BUSINESS, LOSS OF USE, INABILITY TO ACCESS ONLINE SERVICES, ANY FAILURE OF DELIVERY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF BENTLEY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO SUBSCRIBER.

4.05. **Disclaimer.** Subscriber acknowledges that the Products are not fault-tolerant and have not been designed, manufactured or intended for use and will not be used in the development of weapons of mass destruction, as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Products could lead directly to death, personal injury, or severe physical or environmental damage. Subscriber further acknowledges that the Products are not substitutes for Subscriber's professional judgment, and accordingly, neither Bentley nor its licensors or suppliers are responsible for Subscriber's use of the Products or the results obtained from such use. The Products are intended only to assist Subscriber in its business, and are not meant to be substitutes for Subscriber's independent testing and verification of stress, safety, utility or other design parameters.

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Exhibit B

Dated as of January 2010

- 4.06. **Limitation of Bentley Liability.** IN THE EVENT THAT, NOTWITHSTANDING SECTIONS 4.01, 4.02, 4.03, 4.04 AND 4.05 OF THIS EXHIBIT B, BENTLEY IS FOUND LIABLE FOR DAMAGES BASED ON ANY BREACH, DEFECT, DEFICIENCY OR NON-CONFORMITY IN A PRODUCT, IN SELECT SUPPORT SERVICES, OR IN ANY OTHER SERVICE OR MATERIALS, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE BY LAW, BENTLEY'S CUMULATIVE LIABILITY HEREUNDER SHALL NOT EXCEED THE PRICE PAID BY SUBSCRIBER FOR (i) SUCH PRODUCT, (ii) A ONE-YEAR SUBSCRIPTION TO THE SELECT PROGRAM, OR (iii) SUCH OTHER DEFECTIVE SERVICE OR MATERIALS, AS THE CASE MAY BE. THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN BENTLEY AND SUBSCRIBER. BENTLEY'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.
- 4.07. **Indemnification by Bentley.** Bentley shall pay any damages finally awarded against Subscriber based on a claim against Subscriber that a Product which is developed and owned by Bentley infringes a third party's copyright under the laws of a Berne Convention signatory country, or results in a misappropriation of a third party's trade secret, in the Country where Subscriber has been authorized to place the Product subject to such claim into Production Use, if Subscriber provides to Bentley: (a) prompt written notice of any such claim, (b) all available information and assistance, and (c) the opportunity to exercise sole control of the defense and settlement of any such claim. Bentley shall also have the right, at its expense, either to procure the right for Subscriber to continue to use the Product or to replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that Bentley, in its sole discretion, deems desirable, Subscriber shall, upon written request from Bentley, return to Bentley the allegedly infringing Product, in which event Bentley shall refund to Subscriber the price paid by Subscriber for each copy of such returned Product, less twenty percent (20%) for each elapsed year since the commencement of the license for such copy. Bentley shall have no liability and this indemnity shall not apply if the alleged infringement is contained in a Product which is not developed or owned by Bentley or is due to modification of the Product by Subscriber or the combination, operation or use of a Product with other software that does not originate from Bentley or if Subscriber is in breach of this Agreement. Bentley shall also have no liability, and this indemnity shall not apply, for the portion of any claim of infringement based on use of a superseded or altered release of a Product if the infringement would have been avoided by the use of a current, unaltered release of the Product. In no event shall Bentley's liability hereunder to Subscriber exceed the license fees paid by Subscriber for the allegedly infringing Product. This Section 4.07 sets forth Subscriber's sole remedy for intellectual property infringement.
5. **Export Controls.**
- The Products have been manufactured or developed in the United States of America and accordingly may be subject to U.S. export control laws, regulations and requirements. Regardless of any disclosure made by Subscriber to Bentley of an ultimate destination of the Products, Subscriber must not export or transfer, whether directly or indirectly, the Products, or any portion thereof, or any system containing such Products or portion thereof, to anyone outside the United States (including further export if Subscriber took delivery of the Products outside the United States) without first complying strictly and fully with all export controls that may be imposed on the Products by the United States Government or any country or organization of nations within whose jurisdiction Subscriber uses the
- Products. The countries subject to restriction by action of the United States Government are subject to change, and it is Subscriber's responsibility to comply with the United States Government requirements as they may be amended from time to time. Subscriber shall indemnify, defend and hold Bentley harmless for any breach of its obligations pursuant to this Section.
6. **U.S. Government Restricted Rights.**
- If the Products are acquired for or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), it is provided with restricted rights. The Products and accompanying documentation are "commercial computer software" and "commercial computer software documentation," respectively, pursuant to 48 C.F.R. 12.212 and 227.7202, and "restricted computer software" pursuant to 48 C.F.R. 52.227-19(a), as applicable. Use, modification, reproduction, release, performance, display or disclosure of the Products and accompanying documentation by the U.S. Government are subject to restrictions as set forth in this Agreement and pursuant to 48 C.F.R. 12.212, 52.227-19, 227.7202, and 1852.227-86, as applicable.
7. **Term; Termination**
- 7.01. **Term.** This Agreement and Subscriber's SELECT Program subscription shall become effective on the Effective Date, and shall continue for an initial term of twelve (12) months (unless Attachment 1 provides for a longer duration of the initial term), and shall automatically renew for terms of like tenure unless either party gives notice of its election to not renew the term at least thirty (30) days prior to the expiration of the then-current term.
- 7.02. **Termination for Material Breach.** ~~Either party may, at its option, terminate this Agreement in the event of a material breach of this Agreement by the other party. Any such termination may be effected only through a written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have twenty one (21) days to cure such breach or breaches, and this Agreement shall terminate in the event that such cure is not made by the end of such period; provided, however, Bentley shall have the right to terminate this Agreement immediately if Subscriber breaches any of its obligations under Section 3 of this Exhibit B. The failure of Subscriber to pay an outstanding invoice of Bentley shall always constitute a material breach of this Agreement.~~
- 7.03. **Insolvency.** If, under applicable insolvency laws, Subscriber becomes unable to pay its debts or becomes insolvent or bankrupt or makes arrangements with its creditors, or otherwise goes into liquidation, administration or receivership, then Bentley shall have the right to terminate this Agreement immediately by written notice.
- 7.04. **Consequences of Termination.** Upon the termination of this Agreement for any reason, all of the rights and licenses granted to Subscriber in this Agreement shall terminate immediately. With respect to any perpetually licensed Products, the terms and conditions set forth in the license agreement delivered with such Products and the Definition of Use shall govern Subscriber's use of such Products. Subscriber shall immediately discontinue use of SELECT Online.
- 7.05. **Reinstatement Following Termination.** Following a termination of the SELECT Program, Subscriber may reinstate such services only if Bentley consents to such reinstatement and Subscriber pays to Bentley, in advance, a SELECT reinstatement fee, in an amount to be determined in Bentley's sole discretion, such amount not to exceed the amount of all fees that would have accrued and been payable, excluding discounts, for the period between the date of termination and the date of reinstatement.

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8. Miscellaneous.

8.01. Assignment. Subscriber shall not assign this Agreement or delegate its duties hereunder without prior written consent by Bentley. For purposes of this Agreement, a change in control of Subscriber shall be considered an assignment for which Bentley's prior written consent is hereby granted provided that the surviving entity from such change in control must enter into a SELECT Agreement. This Agreement may be assigned by Bentley to any successor in interest to Bentley's business or to any direct or indirect wholly-owned subsidiary of Bentley Systems, Incorporated. Any purported assignment in violation of this provision shall be void and without effect.

~~International Sale of Goods, as amended, and of the Uniform Computer Information Transactions Act, as it may have been or hereafter may be in effect in any jurisdiction, shall not apply to this Agreement.~~

~~8.10. Arbitration. In the event of any dispute, controversy or claim between the parties arising under this Agreement, the parties shall submit to binding arbitration before a single arbitrator in Philadelphia, Pennsylvania in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding on the parties, and the judgment upon the award rendered by the arbitrator shall be enforceable in any court of competent jurisdiction. Each party shall bear its own attorney's fees, costs, and expenses incurred in such arbitration.~~

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8.02. Entire Agreement. ~~This Agreement, together with the Exhibits and signed Amendments, if any, incorporate the entire agreement of the parties and supersede and merge all prior oral and written agreements, discussions and understandings between the parties with respect to the subject matter hereof. The terms and conditions of this Agreement and of the applicable Bentley confirmation shall apply to each order accepted or shipped by Bentley hereunder. Any additional or different terms or conditions appearing on a purchase order issued by Subscriber hereunder, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties expressly agree in a separate writing as provided under Section 8.03 of this Exhibit B.~~

8.11. Independent Contractor. Bentley's relationship with Subscriber for all purposes hereunder shall be that of an independent contractor and nothing herein shall be construed as creating, at any time, an employer and employee relationship between the parties.

8.12. Change of Ownership. Subscriber shall provide Bentley with sixty (60) days advance written notice of any changes in its ownership or location.

8.13. Headings. The headings in this Agreement are intended solely for convenience of reference and shall not affect the meaning or interpretation of this Agreement.

8.03. Amendments. Except as otherwise contemplated herein with respect to updating, amending and supplementing the exhibits, this Agreement may only be amended or modified by a writing duly executed by authorized representatives of the parties, provided, however, that any additional or different terms or conditions appearing on a purchase order, even if required to be acknowledged by Bentley, shall not be binding on the parties.

8.04. Notices. Notices under this Agreement shall be made or given as of the date of either hand delivery or mailing to such party, if sent prepaid certified mail or next day air delivery to the address set forth on the first page of this Agreement. All notices under this Agreement shall be addressed, if to Bentley, to its General Counsel, and if to Subscriber, to its authorized representative identified in this Agreement or in a subsequent notice to Bentley.

8.05. Force Majeure. Bentley shall not be liable for failure to fulfill the terms of this Agreement due to fire, strike, war, government regulations, acts of God, labor disturbances, acts of terrorism or other causes which are unavoidable and beyond its control.

8.06. Waiver. The failure of either party to insist upon any of its rights under this Agreement upon one or more occasions, or to exercise any of its rights, shall not be deemed a waiver of such rights on any subsequent occasions.

8.07. Survival. The covenants contained in this Agreement which, by their terms, require or contemplate performance by the parties after the expiration or termination of the Agreement (including, but not limited to, Sections 5.01(a), (b), (c) and (d) and 6.01 of Exhibit A, Sections 1, 2, 3, 4, 5, 6, 7.04, 7.05 and 8 of Exhibit B, and Sections 1.06, 1.07, 1.08, 1.09, 1.10, 1.11, 1.12, 1.14, 1.16 and 1.17 of Exhibit C) shall be enforceable notwithstanding said expiration or termination.

8.08. Severability. The provisions of this Agreement shall be severable and the invalidity or unenforceability of any one provision shall not affect any other unless otherwise noted.

8.09. Governing Law. ~~This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law provisions. To the maximum extent permitted by applicable law, the parties agree that the provisions of the United Nations Convention on Contracts for the~~

BENTLEY LEGAL TJO

BENTLEY SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of January 2010

1. Professional Services.

- 1.01. Subscriber may request professional services from time to time and Bentley may agree to perform such services pursuant to this Agreement. The description of professional services requested by Subscriber and which Bentley agrees to perform shall be set forth in one or more written descriptions labeled "SELECT Professional Services" and signed by Subscriber and Bentley (each an "Order"). Bentley shall have the right to accept or decline any proposed Order. Each Order shall set forth, at a minimum, the work to be done, the number of Bentley's personnel to be assigned to Subscriber's work, the duration of each individual's assignment, and the fees for the work. The services and other provisions described on the Order(s) are referred to collectively as the "Work" while the results of the Work, if any, are referred to as the "Work Product."
- 1.02. **Method of Performance.** Bentley, in conjunction with its personnel, will determine the method, details, and means of performing the work to be carried out for Subscriber, including the use of sub-contractors if deemed necessary. Subscriber shall have no right to, and shall not, control the manner or determine the method of accomplishing such work. Subscriber may, however, require Bentley's personnel to observe at all times the security and safety policies of Subscriber. In addition, Subscriber shall be entitled to exercise a broad general power of supervision and control over the results of work performed by Bentley to ensure satisfactory performance. This power of supervision shall include the right to inspect, stop work, make suggestions or recommendations as to the details of the work, and request modifications to the scope of an Order.
- 1.03. **Scheduling.** Bentley will try to accommodate work schedule requests of Subscriber to the extent possible. Should any personnel of Bentley be unable to perform scheduled services because of illness, resignation, or other causes beyond Bentley's reasonable control, Bentley will attempt to replace such personnel within a reasonable time, but Bentley shall not be liable for failure if it is unable to do so, giving due regard to its other commitments and priorities.
- 1.04. **Reporting.** Subscriber will advise Bentley of the individuals to whom Bentley's manager will report progress on day-to-day work. Subscriber and Bentley shall develop appropriate administrative procedures for performance of work at Subscriber's site, if necessary. Subscriber shall periodically prepare an evaluation of the work performed by Bentley for submission to Bentley upon Bentley's request.
- 1.05. **Place of Work.** Certain projects or tasks may require Bentley's personnel to perform work for Subscriber at Subscriber's premises. In the event that such projects or tasks are required to be performed at Subscriber's premises, Subscriber agrees to provide working space and facilities, and any other services and materials Bentley or its personnel may reasonably request in order to perform their work. Subscriber recognizes that there may be a need to train Bentley's personnel in the unique procedures used at Subscriber's location. When Subscriber determines that such training is necessary, Subscriber shall, unless otherwise agreed in writing, pay Bentley for its personnel's training time.
- 1.06. **Non-Exclusive.** Bentley shall retain the right to perform work for others during the term of this Agreement. Subscriber shall retain the right to cause work of the same or a different kind to be performed by its own personnel or other contractors during the term of this Agreement.
- 1.07. **Perpetual License.** Upon full payment for the Work, Bentley shall grant Subscriber a paid-up, perpetual, royalty-free right and license

to use the Work Product for Production Use. Bentley retains all right, title and interest to the Work Product not otherwise granted to Subscriber.

- 1.08. **Preexisting Works of Bentley.** Notwithstanding Section 1.07 of Exhibit C hereof, Bentley hereby reserves and retains ownership of all works which Bentley created unrelated to the Work performed pursuant to any Order, including but not limited to Products (the "Pre-Existing Works"). Bentley does not grant Subscriber any rights or licenses with respect to the Pre-Existing Works.
- 1.09. **Residuals.** It is mutually acknowledged that, during the normal course of its dealings with Subscriber and the Work, Bentley and its personnel and agents may become acquainted with ideas, concepts, know-how, methods, techniques, processes, skills, and adaptations pertaining to the Work, including those that Subscriber considers to be proprietary or secret. Notwithstanding anything in this Agreement to the contrary, and regardless of any termination of this Agreement, Bentley shall be entitled to use, disclose, and otherwise employ any ideas, concepts, know-how, methods, techniques, processes, and skills, adaptations, including generalized features of the sequence, structure, and organization of any works of authorship, in conducting its business (including providing services or creating programming or materials for other customers), and Subscriber shall not assert against Bentley or its personnel any prohibition or restraint from so doing.
- 1.10. **Third-Party Interests.** Subscriber's interest in and obligations with respect to any programming, materials, or data to be obtained from third-party vendors, regardless of whether obtained with the assistance of Bentley, shall be determined in accordance with the agreements and policies of such vendors.
- 1.11. **Fees.** Bentley shall be paid the fee as specified in each Order (which Bentley reserves the right to change upon at least sixty (60) days advance notice or at any time for any new Order or modified portion of an existing Order), or, if no fee is specified, at Bentley's customary rates for the level of personnel providing such services.
- 1.12. **Expenses.** Subscriber shall also pay either the actual cost of Bentley's reasonable travel and living expenses or an agreed-to amount for such travel and living expenses (other than normal commutation travel) for Bentley employees in the performance of Work set forth in each Order along with all other out-of-pocket expenses incurred by Bentley.
- 1.13. **Estimates.** Estimates of total fees for projects may be provided in an Order, but Bentley does not guarantee such estimates. Bentley will, however, notify Subscriber as soon as possible if it will exceed the estimate, and Subscriber may then terminate the project and pay only for services actually rendered if Subscriber so chooses.
- 1.14. **Confidentiality.** In the performance of the Work, Bentley may acquire information of Subscriber which is proprietary, non-public and identified in writing as confidential by Subscriber. Bentley shall not disclose to anyone not employed by Subscriber nor use except on behalf of Subscriber any such confidential information acquired in the performance of the Work except as authorized by Subscriber in writing and as may be permitted by Section 1.09 of this Exhibit C. Bentley shall have no obligation of confidentiality with respect to any information of Subscriber that (i) has entered the public domain other than through a breach of this Agreement, (ii) has been rightfully obtained by Bentley from a third party with no obligation of confidentiality, or (iii) is previously known by Bentley as demonstrated by clear and convincing evidence. Notwithstanding the foregoing restrictions, Bentley and its personnel may use and disclose any information to the extent required by an order of any court or other governmental authority

BENTLEY SELECT PROGRAM AGREEMENT

Professional Services

Exhibit C

Dated as of January 2010

or as necessary for it or them to protect their interest in this Agreement, but in each case only after Subscriber has been so notified and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

- 1.15. **Term.** This Exhibit C will become effective as of the date of the ~~first executed Order~~ and will continue in effect through the completion of each Order.
- 1.16. **Termination of Orders.** Subscriber or Bentley may terminate any uncompleted Order at any time by giving thirty (30) days written notice to the other party. Upon such termination, Bentley agrees to stop Work under the Order in question and to forward to Subscriber all completed or uncompleted drawings, reports or other documents relating to the Work. In the event of such termination Subscriber shall be liable only for such fees, costs and expenses as have accrued prior to the effective date of such termination.
- 1.17. **Prohibition on Hiring.** Subscriber shall not solicit for employment or hire any Bentley employees providing professional services hereunder for the duration of the Work, plus a period of one (1) year after completion of the professional services provided hereunder.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Number 12-45-171 for Maintenance for Folder and Feeder Machines for Cook County Highway Department as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	Month	12	Software Maintenance, Select Subscription Program. AS PER EXHIBIT "A" HEREIN. <u>\$ 3,270.00 /Month</u> <u>\$ 38,484.00 /Total</u>

GRAND TOTAL: \$ 38,484.00

NOTE: DO NOT SERVICE UNTIL NOTIFIED BY DEPARTMENT.

DOCUMENT NO. 12-45-171

EXHIBIT "A"

SCOPE OF WORK AND BENTLEY SELECT PROGRAM AGREEMENT



March 17, 2011

Dan Gizzi

Cook County

69 West Washington St

Chicago IL 6062

Dear Mr. Gizzi,

Bentley Systems Incorporated (Bentley) provides the following benefits through our Bentley SELECT Subscription program; flexible licensing options, assisted support, and anytime software upgrades to optimize productivity. SELECT subscribers can access SELECTsupport 24 hours a day, 7 days a week, every day of the year. Bentley SELECT also provides productivity-enhancing SELECTseries updates. SELECTserver licensing allows you to pool your licenses across your organization and SELECT enables you to meet your changing software needs with options like Country-Level License Pooling and Portfolio Balancing. This first program in the industry to allow you to exchange existing licenses for new software titles. SELECT automatically grants access to certain OnDemand eLearning courses as well.

An extensive overview of the services provided to our User's through the SELECT program can be found on line here:

ftp://ftp2.bentley.com/dist/collateral/docs/Select/Bentley_SELECT_Subscription_Brochure.pdf

If you have any further questions please contact me by way of the information below.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Purse', enclosed within a large, hand-drawn oval.

Matt Purse

Bentley Systems, Inc.

685 Stockton Dr

Exton Pa 19341

EXHIBIT "B"
VENDOR PRICING



Renewal Advice

RAS Number: 40457040
 Number of Pages: 2 / 7

Date: 16 November 2012
 Valid Until: 09 December 2012
 Customer ID: 4027862

Ship-to: Cook County Highway Department
 Abe Zingher
 69 W Washington St, Rm 2407
 CHICAGO IL 60602-3134
 USA

Bill-to: Cook County Highway Department
 Abe Zingher
 69 W Washington St, Rm 2407
 CHICAGO IL 60602-3134
 USA

Tel No: +1 (312) 603-5370
 Fax No:

Tel No: +1 (312) 603-5370
 Fax No:

If your organization is a subscriber to Bentley SELECT, the pricing listed on this page of the quote is prorated to the end of your current billing cycle. If applicable, future invoices will be generated based on the billing cycle shown on the following pages. The total from this first section of the quote is your immediate purchase value.

Subscriptions

No.	Part # Description	Quantity	Unit Pricing		Total
10	1013/ Bentley Descartes SELECT Subscription <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	2	Gross Value	112.50	180.00
			Discount/Surcharge	-22.50	
			Net Price	90.00	
20	1003/ MicroStation SELECT Subscription <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	12	Gross Value	181.25	1,740.00
			Discount/Surcharge	-36.25	
			Net Price	145.00	
30	1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	2	Gross Value	320.00	512.00
			Discount/Surcharge	-64.00	
			Net Price	256.00	
50	1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	10	Gross Value	320.00	2,560.00
			Discount/Surcharge	-64.00	
			Net Price	256.00	
70	3681/ STAAD.Pro SELECT Subscription <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	5	Gross Value	160.00	640.00
			Discount/Surcharge	-32.00	
			Net Price	128.00	
80	4134/ STAAD US Design Code Included SELECT Sub <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	5	Gross Value	0.00	0.00
			Net Price	0.00	
90	1805/ LEAP CONSPAN SELECT Subscription <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	3	Gross Value	200.00	480.00
			Discount/Surcharge	-40.00	
			Net Price	160.00	
100	1885/ LEAP CONSYS SELECT Subscription <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	3	Gross Value	50.00	120.00
			Discount/Surcharge	-10.00	
			Net Price	40.00	
110	1003/ MicroStation SELECT Subscription <i>Subscription Period 01 December 2012 Through 28 February 2013</i>	24	Gross Value	181.25	3,480.00
			Discount/Surcharge	-36.25	
			Net Price	145.00	



Bentley[®]
Sustaining Infrastructure

Renewal Advice

RAS Number: 40457040
Number of Pages: 3 / 7

Date: 16 November 2012
Valid Until: 09 December 2012
Customer ID: 4027862

	Subscription Sub Total	9,712.00
	Total of Immediate Purchase	9,712.00
	Grand Total of Quote (over life of contract)	38,848.00
	Currency	USD



Bentley[®]
Sustaining Infrastructure

Billing Cycle

RAS Number: 40457040
Number of Pages: 4 / 7

Date: 16 November 2012
Valid Until: 09 December 2012
Customer ID: 4027862

Ship-to: Cook County Highway Department
Abe Zingher
69 W Washington St, Rm 2407
CHICAGO IL 60602-3134
USA

Bill-to: Cook County Highway Department
Abe Zingher
69 W Washington St, Rm 2407
CHICAGO IL 60602-3134
USA

Tel No: +1 (312) 603-5370
Fax No:

Tel No: +1 (312) 603-5370
Fax No:

Because there is more than one billing period left on the term of your agreement with Bentley, the items on this quote will be invoiced on the following date(s).

Part # Description	Quantity	Unit Price	Gross Price	Discount/ Surcharge	Net Price
1013/ Bentley Descartes SELECT Subscription Subscription Period 01 March 2013 Through 31 May 2013	2	112.50	225.00	-45.00	180.00
1013/ Bentley Descartes SELECT Subscription Subscription Period 01 June 2013 Through 31 August 2013	2	112.50	225.00	-45.00	180.00
1013/ Bentley Descartes SELECT Subscription Subscription Period 01 September 2013 Through 30 November 2013	2	112.50	225.00	-45.00	180.00
1003/ MicroStation SELECT Subscription Subscription Period 01 March 2013 Through 31 May 2013	12	181.25	2,175.00	-435.00	1,740.00
1003/ MicroStation SELECT Subscription Subscription Period 01 June 2013 Through 31 August 2013	12	181.25	2,175.00	-435.00	1,740.00
1003/ MicroStation SELECT Subscription Subscription Period 01 September 2013 Through 30 November 2013	12	181.25	2,175.00	-435.00	1,740.00
1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs Subscription Period 01 March 2013 Through 31 May 2013	2	320.00	640.00	-128.00	512.00
1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs Subscription Period 01 June 2013 Through 31 August 2013	2	320.00	640.00	-128.00	512.00
1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs Subscription Period 01 September 2013 Through 30 November 2013	2	320.00	640.00	-128.00	512.00

Billing Cycle

RAS Number: 40457040
 Number of Pages: 5 / 7

Date: 16 November 2012
 Valid Until: 09 December 2012
 Customer ID: 4027862

Part # Description	Quantity	Unit Price	Gross Price	Discount/ Surcharge	Net Price
1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs Subscription Period 01 March 2013 Through 31 May 2013	10	320.00	3,200.00	-640.00	2,560.00
1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs Subscription Period 01 June 2013 Through 31 August 2013	10	320.00	3,200.00	-640.00	2,560.00
1069/ Bentley GEOPAK Civil Eng. Suite SEL Subs Subscription Period 01 September 2013 Through 30 November 2013	10	320.00	3,200.00	-640.00	2,560.00
3681/ STAAD.Pro SELECT Subscription Subscription Period 01 March 2013 Through 31 May 2013	5	160.00	800.00	-160.00	640.00
3681/ STAAD.Pro SELECT Subscription Subscription Period 01 June 2013 Through 31 August 2013	5	160.00	800.00	-160.00	640.00
3681/ STAAD.Pro SELECT Subscription Subscription Period 01 September 2013 Through 30 November 2013	5	160.00	800.00	-160.00	640.00
4134/ STAAD US Design Code Included SELECT Sub Subscription Period 01 March 2013 Through 31 May 2013	5	0.00	0.00	0.00	0.00
4134/ STAAD US Design Code Included SELECT Sub Subscription Period 01 June 2013 Through 31 August 2013	5	0.00	0.00	0.00	0.00
4134/ STAAD US Design Code Included SELECT Sub Subscription Period 01 September 2013 Through 30 November 2013	5	0.00	0.00	0.00	0.00
1805/ LEAP CONSPAN SELECT Subscription Subscription Period 01 March 2013 Through 31 May 2013	3	200.00	600.00	-120.00	480.00
1805/ LEAP CONSPAN SELECT Subscription Subscription Period 01 June 2013 Through 31 August 2013	3	200.00	600.00	-120.00	480.00
1805/ LEAP CONSPAN SELECT Subscription Subscription Period 01 September 2013 Through 30 November 2013	3	200.00	600.00	-120.00	480.00
1885/ LEAP CONSYS SELECT Subscription Subscription Period 01 March 2013 Through 31 May 2013	3	50.00	150.00	-30.00	120.00



Billing Cycle

RAS Number: 40457040
 Number of Pages: 6 / 7

Date: 16 November 2012
 Valid Until: 09 December 2012
 Customer ID: 4027862

Part # Description	Quantity	Unit Price	Gross Price	Discount/ Surcharge	Net Price
1885/ LEAP CONSYS SELECT Subscription <i>Subscription Period 01 June 2013 Through 31 August 2013</i>	3	50.00	150.00	-30.00	120.00
1885/ LEAP CONSYS SELECT Subscription <i>Subscription Period 01 September 2013 Through 30 November 2013</i>	3	50.00	150.00	-30.00	120.00
1003/ MicroStation SELECT Subscription <i>Subscription Period 01 March 2013 Through 31 May 2013</i>	24	181.25	4,350.00	-870.00	3,480.00
1003/ MicroStation SELECT Subscription <i>Subscription Period 01 June 2013 Through 31 August 2013</i>	24	181.25	4,350.00	-870.00	3,480.00
1003/ MicroStation SELECT Subscription <i>Subscription Period 01 September 2013 Through 30 November 2013</i>	24	181.25	4,350.00	-870.00	3,480.00
Remaining Contract Billings Subtotal					29,136.00
Grand Total of Quote (over life of contract)					38,848.00

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS I - II
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Corporation Signature Page	EDS 15a/b/c
9	Cook County Signature Page	EDS 16

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2012 SEP 11 PM 3:24
PROCUREMENT

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly, controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1) Not Applicable

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit - available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms Indirect Participation of MBE/WBE Firms

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

LETTER OF INTENT (SECTION 2) Not Applicable

M/WBE Firm: _____

Contract #: _____

Address: _____

City/State/ Zip: _____

Contact Person: _____

Phone: _____ Fax: _____

Certification Expiration Date: _____

Race/Gender: _____

Email: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Signature (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public _____

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER FULL WBE WAIVER
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. Bentley's software is proprietary and Bentley is the sole source provider.
(Please explain)
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS Not Applicable

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?

Yes: _____ No: X

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

X Applicant has no "Substantial Owner."

OR:

_____ The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Bentley Systems, Incorporated D/B/A: _____ EIN NO.: 95-3936623

Street Address: c/o Bentley Systems, Incorporated, 685 Stockton Drive

City: Exton State: PA Zip Code: 19341

Phone No.: 610-458-5000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

- 1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
5 individuals identified on following pages (Greg Bentley, Barry Bentley, Keith Bentley, Richard Bentley, and Raymond Bentley)		

- 2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

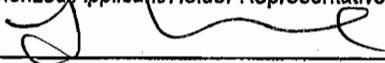
- 3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Antonio Ierardo
Name of Authorized Applicant/Holder Representative (please print or type)


Signature

Antonio.Ierardo@bentley.com
E-mail address

Vice President
Title

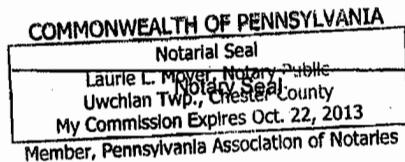
Date

610-458-5000
Phone Number

Subscribed to and sworn before me this 4th day of SEPTEMBER, 2012

x Laurie L. Mayer
Notary Public Signature

My commission expires: October 22, 2013



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

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"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Richard P. Bentley D/B/A: _____ EIN NO.: _____

Street Address: c/o Bentley Systems, Incorporated, 685 Stockton Drive

City: Exton State: PA Zip Code: 19341

Phone No.: 610-458-5000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Richard P. Bentley	685 Stockton Drive Exton PA 19341	11%

*Percentage interest for Holder represents his share of Company

Class A, B & E common stock.

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Richard P. Bentley
Name of Authorized Applicant/Holder/Representative (please print or type)
Richard P. Bentley
Signature

N/A
Title
8/21/13
Date

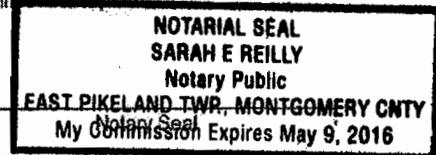
E-mail address

Phone Number

Subscribed to and sworn before me
this 21 day of Aug, 2013

X *[Signature]*
Notary Public Signature

My commission expires:



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

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"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or [x] Stock/Beneficial Interest Holder

This Statement is an: [x] Original Statement or [] Amended Statement

Identifying Information:

Name Keith A. Bentley D/B/A: _____ EIN NO.: _____

Street Address: c/o Bentley Systems, Incorporated, 685 Stockton Drive

City: Exton State: PA Zip Code: 19341

Phone No.: 610-458-5000

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Keith Bentley	685 Stockton Drive Exton PA 19341	22%

*Percentage interest for Holder represents his share of Company

Class A, B & E common stock and his family trusts.

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- [] I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- [x] I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Keith A. Bentley
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

Keith.Bentley@bentley.com
E-mail address

Executive VP and Chief Technology Officer
Title

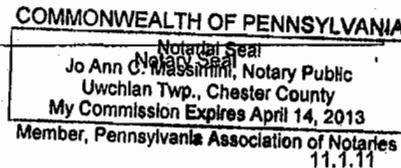
22 Aug 2012
Date

610-458-5000
Phone Number

Subscribed to and sworn before me
this 22 day of Aug, 2012

x *[Signature]*
Notary Public Signature

My commission expires: April 14, 2013



COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

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This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name: Barry J. Bentley D/B/A: _____ EIN NO.: _____

Street Address: c/o Bentley Systems, Incorporated, 685 Stockton Drive

City: Exton State: PA Zip Code: 19341

Phone No.: 610-458-5000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Barry J. Bentley	685 Stockton Drive Exton PA 19341	22%

*Percentage interest for Holder represents his share of Company

Class A, B & E common stock and his family trusts.

2. If the interest of any Individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Barry J. Bentley
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

Barry.Bentley@bentley.com
E-mail address

Executive VP
Title

8/21/2012
Date

610-458-5000
Phone Number

Subscribed to and sworn before me this 21 day of Aug, 2012

[Signature]
Notary Public Signature

My commission expires: *[Signature]* April 14, 2013

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Jo Ann C. Massimini, Notary Public
Uwchlan Twp., Chester County
My Commission Expires April 14, 2013
Member, Pennsylvania Association of Notaries

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or [x] Stock/Beneficial Interest Holder

This Statement is an: [x] Original Statement or [] Amended Statement

Identifying Information:

Name Raymond B. Bentley D/B/A: _____ EIN NO.: _____

Street Address: c/o Bentley Systems, Incorporated, 685 Stockton Drive

City: Exton State: PA Zip Code: 19341

Phone No.: 610-458-5000

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) _____

Ownership Interest Declaration:

- List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Raymond B. Bentley	685 Stockton Drive Exton PA 19341	11%

*Percentage interest for Holder represents his share of Company

Class A, B & E common stock.

- If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

- Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Raymond B. Bentley
 Name of Authorized Applicant/Holder Representative (please print or type)
 Signature Raymond B. Bentley
 Raymond.Bentley@bentley.com
 E-mail address

Executive VP
 Title
 Date 8/29/2012
 610-458-5000
 Phone Number

Subscribed to and sworn before me this 29th day of August 2012

x Laurie L. Moyer
 Notary Public Signature

My commission expires October 22, 2013

COMMONWEALTH OF PENNSYLVANIA
 Notarial Seal
 Laurie L. Moyer, Notary Public
 Uwchlan Twp., Chester County
 My Commission Expires Oct. 22, 2013
 Member, Pennsylvania Association of Notaries

Ownership Interest Declaration:

- List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Gregory Bentley	685 Stockton Drive Exton PA 19341	12%

*Percentage interest for Holder represents his share of Company

Class A, B & E common stock and his family trusts.

- If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address

- Is the Applicant constructively controlled by another person or Legal Entity? Yes No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Gregory S. Bentley
Name of Authorized Applicant/Holder Representative (please print or type)

[Signature]
Signature

Greg.Bentley@bentley.com
E-mail address

CEO/President/Chairman
Title

23 Aug 12
Date

610-458-5000
Phone Number

Subscribed to and sworn before me this 23rd day of August, 2012.

My commission expires October 22, 2013

x [Signature]
Notary Public Signature

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Laurie L. Moyer, Notary Public
Uwchlan Twp., Chester County
My Commission Expires Oct. 22, 2013
Member, Pennsylvania Association of Notaries

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by:

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under Ownership Interest Declaration.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Gregory S. Bentley D/B/A: _____ EIN NO.: _____

Street Address: c/o Bentley Systems, Incorporated, 685 Stockton Drive

City: Exton State: PA Zip Code: 19341

Phone No.: 610-458-5000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TTY/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of *familial relationships** to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Antonio Ierardo Title: Vice Preseident

Business Entity Name: Bentley Systems, Incorporated Phone: 610-458-5000

Business Entity Address: 685 Stockton Drive, Exton, Pa 19341

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County *and* any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature] _____ Date 9/4/12

Subscribe and sworn before me this 4th Day of September, 2012

a Notary Public in and for Chester County
Laurie L. Moyer
(Signature)

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Laurie L. Moyer, Notary Public
Uwchlan Twp., Chester County
My Commission Expires Oct. 22, 2013
Member, Pennsylvania Association of Notaries

NOTARY PUBLIC
SEAL

My Commission expires October 22, 2013

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602

**SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____

My commission expires:

X _____
Notary Public Signature

Notary Seal

**SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____

My commission expires:

X _____

Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this
_____ day of _____, 20____

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege Issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires: _____

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this
_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

**SIGNATURE BY A CORPORATION
(SECTION 8)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Bentley Systems, Incorporated

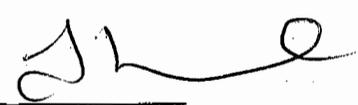
BUSINESS ADDRESS: 685 Stockton Drive Exton PA 19341

BUSINESS TELEPHONE: 610-458-5000 FAX NUMBER: 610-458-3181

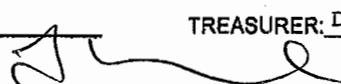
CONTACT PERSON: Matthew Purse, Local Government Account Manager

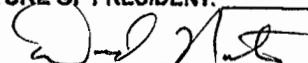
FEIN: 95-3936623 *IL CORPORATE FILE NUMBER: N/A

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Greg Bentley VICE PRESIDENT: Antonio Ierardo 

SECRETARY: David Nation TREASURER: David Hollister

Vice
**SIGNATURE OF PRESIDENT: 

ATTEST:  (CORPORATE SECRETARY)

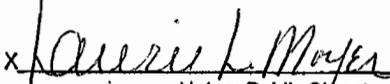
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Laurie L. Moyer, Notary Public
Uwchlan Twp., Chester County
My Commission Expires Oct. 22, 2013

Subscribed and sworn to before me this
4th day of September, 2012

Member, Pennsylvania Association of Notaries

My commission expires: October 22, 2013


Notary Public Signature

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Proctor

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Jesus Corp

COOK COUNTY CHIEF PROCUREMENT OFFICER

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 30 DAY OF November, 2012

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-45-171

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$

38,848

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

ASSISTANT STATE'S ATTORNEY